



Embassy of the United States of America

General Service Office

Thadeua Rd Km 9, Ban Somvang Thai,
Hatsayphong District,
Vientiane Capital, Lao P.D.R

Dear Prospective Offeror / Quoter:

Date: **August 27, 2021**

The American Embassy Vientiane, Lao P.D.R. is seeking a contractor to provide **the service for rental connex box (Modular) for Shower and Toilet**. You are invited to submit a quotation.

The Request for Quotations (RFQ) consists of the following sections:

1. **Standard Form SF-18**
2. **Basic information, Statement of Work**

U.S. Federal Acquisition Regulation (FAR) requires that contractors be registered in the System Award Management (**SAM**) prior to being awarded a purchase order. Contractors, who are not registered with **SAM**, may not be awarded the purchase order. This requirement applies to all acquisitions for overseas vendors that are greater than **\$30,000**. Go to the link <https://www.sam.gov>

Direct any questions regarding this solicitation to: VientianeProcurement@state.gov

The Embassy plans to award a purchase order. You are encouraged to make your quotation competitive. You are also cautioned against any collusion with other potential offerors with regard to price quotations to be submitted. The RFQ does not commit the American Embassy to make any award. The Embassy may cancel this RFQ or any part of it.

Please read the RFQ carefully and, if you are interested, submit your quotation.

Return the completed **SF-18** to the address shown in block **5a** of the **SF-18** before **4:00PM, Local time: on September 10, 2021**.

Oral quotation will not be accepted, and proposal will not be accepted after this time.

Sincerely,


Christopher J. Smith
Contracting officer

REQUEST FOR QUOTATION (THIS IS NOT AN ORDER)			THIS RFQ <input type="checkbox"/> IS <input type="checkbox"/> IS NOT A SMALL BUSINESS SET-ASIDE		PAGE OF PAGES
1. REQUEST NO. 19LA9021Q0055	2. DATE ISSUED 8/27/2021	3. REQUISITION/PURCHASE REQUEST NO. PR10162722	4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1	RATING	
5a. ISSUED BY United States Embassy Vientiane Thadeua Road Kilometer 9 Vientiane Lao PDR			6. DELIVER BY (Date)		
5b. FOR INFORMATION CALL (NO COLLECT CALLS)			7. DELIVERY		
NAME Phetphachan Nonginthalath Procurement Agent E-mail: Nonginthalathp@state.gov		TELEPHONE NUMBER AREA CODE NUMBER 856 21 487038		<input type="checkbox"/> FOB DESTINATION <input type="checkbox"/> OTHER (See Schedule)	
8. TO:			9. DESTINATION		
a. NAME		b. COMPANY		a. NAME OF CONSIGNEE	
c. STREET ADDRESS			b. STREET ADDRESS		
d. CITY			c. CITY		
e. STATE		f. ZIP CODE		d. STATE	e. ZIP CODE
10. PLEASE FURNISH INFORMATION TO THE ISSUING OFFICE IF BLOCK 5a OF OR BEFORE CLOSE OF BUSINESS (Date) September 10, 2021 at 16:00hours, Local time			IMPORTANT: This is a request for information, and quotations furnished are not officers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5a. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or service. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotation must be completed by the quoter.		
11. SCHEDULE (Include applicable Federal, State and local taxes)					
ITEM NO. (a)	SUPPLIES/ SERVICES (b)	QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
	The US Embassy Vientiane invited you to submit a quotation for Rental Connex Box for Shower and Toilet. For more detail please see the attached file. The attached FAR/DOSAR Clauses and EXPRESS NDAA CERTIFICATION will form part of the resultant order Note: All actions which are over \$30K, prospective vendor must be registered within the Central Contractor Registration (CCR) which is now under System of Award Management (SAM)	1	Project	US\$.....	US\$.....
12. DISCOUNT FOR PROMPT PAYMENT		a. 10 CALENDAR DAYS (%)	b. 20 CALENDAR DAYS (%)	c. 30 CALENDAR DAYS (%)	d. CALENDAR DAYS NUMBER PERCENTAGE
NOTE: Additional provisions and representations <input type="checkbox"/> are <input type="checkbox"/> are not attached.					
13. NAME AND ADDRESS OF QUOTER			14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION		15. DATE OF QUOTATION
a. NAME OF QUOTER					
b. STREET ADDRESS			16. SIGNER		
c. COUNTY			a. NAME (Type or print)		b. TELEPHONE
d. CITY			c. TITLE (Type or print)		AREA CODE
e. STATE f. ZIP CODE					NUMBER



STATEMENT OF WORK

RENTAL CONNEX BOX FOR SHOWER AND TOILET

**AT BAN DAK PAR BASE CAMP, DAKCHUNG DISTRICT, SEKONG PROVINCE
AND AT BAN DOKSAMOR, SANXAY DISTRICT, ATTAPEU PROVINCE**

AUG 19, 2021

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PROJECT DESCRIPTION

1. PROJECT SYNOPSIS

The contractor shall provide the required equipment, tools, labor, supervision, the necessary management and administrative support for this contract to deliver the rent Modular shower and Modular toilet rental at the Ban Dak Par base camp for Site 1803 (Bivouac camp Site (48P YC 75398 01786) and Site 1524 (48P YC 71248 04327) Dak Chung district, Sekong province and at Ban Dak Samor, Sanxay district, Attapeu province bivouacs Base camp (site 1510), to be used by Joint Field Activity US and Lao team members. Work will be performed within a fixed-price contract

2. BACKGROUND

The Defense POWMIA Accounting Agency (DPAA) Detachment Three conducts five missions per year to achieve the fullest possible accounting of Americans missing as a result of previous conflicts. The missions last up to 45 days. The various mission sites are located throughout the Lao PDR. DPAA requires the supplies and services described herein to support these efforts.

3. SOLUTION

To rent the modular shower and toilet to be used at for Ban Dak Par bivouac base camp (for site Site 1803 (Bivouac camp Site (48P YC 75398 01786) and Site 1524 (48P YC 71248 04327) Dak Chung district, Sekong province and at Ban Dak Samor, Sanxay district, Attapeu province bivouacs Base camp (site 1510),

- 22-1LA: From September 20, 2021 – December 9, 2021
- 22-2LA: From January 10, 2022 to February 18, 2022
- 22-3LA: From Mar 1, 2022 to April 10, 2022

GENERAL CONDITIONS

1. **Fixed-Price Proposal.** The Contractor shall provide a fixed-priced proposal for the complete project that includes all aspects of the work unless specified by this Scope of Work (SOW). All pricing is in local currency (Kip) or US dollars. The contractor must specify which currency is used in their quote.
2. **Specifications.** The Work shall be managed by the Detachment Three team station at the base camp. The Contractor is responsible for compliance with all building codes; work not in compliance with the codes shall be deemed to be unacceptable.
3. **Execution.** The work shall be executed in a diligent and workmanlike manner in accordance with the negotiated fixed-price, this SOW, and the Project Schedule.
4. **Work Hours.** Unless otherwise agreed to by Contracting Officer's Representative (COR), the work shall be executed during normal work hours 7:30 am until 5:00pm, Monday through

Sunday; included is night, weekend or holiday work which shall be permitted with no over time charges.

5. **Safety.** The Contractor shall be responsible for conducting the work in a manner that ensures the safety of employees, joint field activities US and Lao team members.
6. **Workforce.** The contractor shall provide all supervision, skilled and unskilled labor needed to perform the work.
7. **Subcontractors.** Contractor shall be responsible for the conduct and workmanship of subcontractors engaged in the project, and for subcontractors compliance with the terms of this Scope of Work (SOW).
8. **Modification to Contract.** The Contractor shall not incur any costs beyond those described in this SOW unless directed otherwise in writing by the Contracting Officer (CO). Any work performed by the contractor beyond this SOW without written direction from the Contracting Officer will be at the contractor's own risk and at no cost to the U.S. Embassy Vientiane, Laos.
9. **Stop Work.** At any time during the Project, the Contracting Officer reserves the right to Stop Work for protection of employees or visitors, security, or any other reason at his/her discretion.
10. **Submittals.** The contractor is responsible to provide material samples to the DPAA for review and approval prior to procurement, fabrication and release of any materials. The DPAA review, however, does not relieve the contractor's responsibility for the project quality.
11. **Excavation and Utilities.** The contractor is responsible to locate all existing utility lines prior to any excavation or intrusion. Prior to disconnecting any existing utility services, the contractor is responsible to provide 48-hour advance notice to the Facility Manager.
12. **Close-out.** DPAA representative shall conduct a walk-through inspection which is required prior to final acceptance.
13. **Housekeeping.** The contractor is responsible to clean up daily after working hours.

BID FORMAT

Cost Breakdown

PRICE: Rental Option. From September 20, 2021 through April 10, 2022

Item	Modular Containers – US Embassy	No. of Units	Max Qty	Rental Price/Day Per unit (USD)	Total Price (USD)
1	20ft Shower Unit	1 Unit	5 Unit		
2	20ft Toilet Unit	1 Unit	5 Unit		
3	Connection to Sewage (including Materials) <ul style="list-style-type: none"> 1,500lt Sewage tank, connected to Toilet Unit. Construction of Soak away Pitt to ensure water waste is dispersed correctly, Filter processed through Sand and river stone Excavation works 	1 Lot/time	5Unit		
4	Transport to Ban Dak Par and Ban DakChung District, Sekong province and Ban Daksamor, Sanxay district, Sekong Province (rate per 20ft unit)	6EA/trip/Unit	12EA/trip		
5	Transport to Ban Daksamor, Sanxay district, Sekong Province (rate per 20ft unit)	4EA/trip/1time	8EA/1time		
6	Mobilization Day rate (a team to connect units, place on Footings, connect to utilizes provided by client) *included Maintenance	1lot/1time	10Unit/3 time		
7	Relocation charge of moving modular containers from site to site (include connection to sewage, mobilization day and transportation)	1 Unit/1 time	5 Unit/3time		

STATEMENT OF WORK:

The contractor shall provide the required equipment, tools, labor, supervision, the necessary management and administrative support for this contract to deliver the rent Modular shower and Modular toilet rental at the Ban Dak Par base camp for Site 1803 (Bivouac camp Site (48P YC 75398 01786) and Site 1524 (48P YC 71248 04327) Dak Chung district, Sekong province and at Ban Dak Samor, Sanxay district, Attapeu province bivouacs Base camp (site 1510), to be used by Joint Field Activity US and Lao team members. Work will be performed within a fixed-price contract

A pre-bid site inspection will be made available to all bidders at an announced time and date.

The contract is firm fixed price and for full completion.

1. General Requirements

- a. Within **10** days of Notice to Proceed, the contractor shall provide to the COR a project schedule showing work activities and milestones.
- b. Within 10 days of Notice to Proceed “NTP”, the Contractor shall submit to the quotation to Vientiane Procurement team.

The contractor is responsible to dispose of the debris generated over the course of the project at Ban Dak Par base camp for Site 1803 (Bivouac camp Site (48P YC 75398 01786) and Site 1524 (48P YC 71248 04327) Dak Chung district, Sekong province and at Ban Dak Samor, Sanxay district, Attapeu province bivouacs Base camp (site 1510), to be used by Joint Field Activity US and Lao team members. Work will be performed within a fixed-price contract

- c.. Include, but not limited to any packing materials, miscellaneous trash and other debris.
- d. When pursuing the work, the contractor is to take extra care as not to damage any existing structure. Any damages caused by contractor shall be repaired by the contractor at no additional cost to the U.S. Government.
- e. All work will be in conformance with Codes as applicable:
 - 1) International Building Code, 2003 Edition
 - 2) International Plumbing Code, 2003 Edition
 - 3) International Mechanical Code, 2003 Edition
 - 4) International Fire Code, 2003 Edition
 - 5) National Electric Code, 2009 Edition
 - 6) National Fire Protection Association, NFPA 101 & NFPA 58
 - 7) [ICC/ANSI A117.1-98](#) Accessible and Usable Buildings and Facilities

SEE ATTACHMENT “A” FOR US GOVERNMENT ESTIMATE OF QUANTITIES

SAFETY (FAR 52.236-13 Accident Prevention.)

1. The Contractor shall provide and maintain work environments and procedures which will-
 - (a) Safeguard the public and Government personnel, property, materials, supplies, and equipment exposed to Contractor operations and activities.
 - (b) Avoid interruptions of Government operations and delays in project completion dates.
 - (c) Control costs in the performance of this contract.
2. For these purposes on contracts for construction or dismantling, demolition, or removal of improvements, the Contractor shall-
 - (a) Provide appropriate safety barricades, signs, and signal lights
 - (b) Comply with the standards issued by the Secretary of Labor at 29 CFR part 1926 and 29 CFR part 1910
 - (c) Ensure that any additional measures the Contracting Officer determines to be reasonably necessary for the purposes are taken.
3. Contractor shall comply with all pertinent provisions of the latest version of U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1, in effect on the date of the solicitation.
4. Whenever the Contracting Officer becomes aware of any noncompliance with these requirements or any condition which poses a serious or imminent danger to the health or safety of the public, Government personnel, the Contracting Officer shall notify the Contractor orally, with written confirmation, and request immediate initiation of corrective action.

This notice, when delivered to the Contractor or the Contractor's representative at the work site, shall be deemed sufficient notice of the noncompliance and that corrective action is required. After receiving the notice, the Contractor shall immediately take corrective action.

If the Contractor fails or refuses to promptly take corrective action, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any stop work order issued under this clause.

5. The Contractor shall insert this clause, including this paragraph (e), with appropriate changes in the designation of the parties, in subcontracts

Closeout

- a. **At completion of work, the Contractor shall clean any impacted areas to a condition equal to original condition.**
- b. **All shipping materials and construction debris are to be disposed of in a legal manner outside of the Compound.**

PROJECT SCHEDULE

1. Approximate dates of pre-award activities

Pre-Bid Site Survey	with three days of RFP
Bids Due	seven days after RFP
Contract Award	TBD
Notice to Proceed (NTP)	TBD

2. Construction Milestones, from Notice to Proceed

Notice to Proceed (NTP)	0 Days from NTP
Project Schedule to DPAA	5
Commence Work Activities	10
Construction Completion	10
Project Acceptance	TBD

3. Deliverables

Construction Schedule	5 Days from NTP
Design drawings	15 Day from NTP
Final Drawings (As-built)	5 Prior to final inspection
Warranty Period	45 Days after acceptance

4. Commencement, Prosecution, and Completion of Work

The Contractor shall be required to (a) commence work when Contractor receives the Notice to Proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than one or two calendar days after NTP. The time stated for completion shall include final cleanup of the premises.

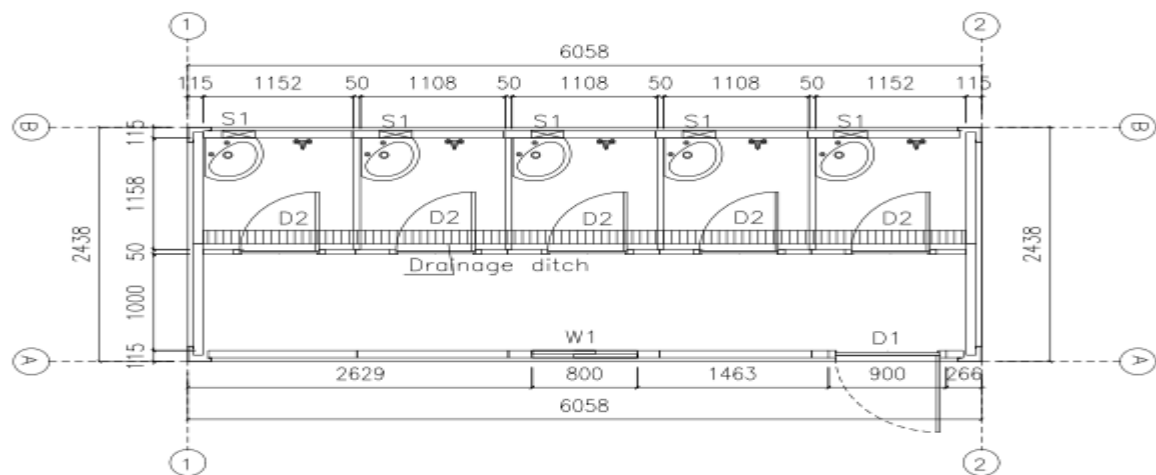
RESPONSIBILITIES AND PROJECT MANAGEMENT

- COR.** A Contracting Officers Representative (COR) will be assigned to ensure quality assurance goals are met. The Contractor shall provide the COR access to the site at all times. The COR for this project shall be LT Cesar Boulanger, Deputy Commander, Detachment Three, DPAA, U.S. EMBASSY VIENTIANE LAO, or otherwise as directed by U.S. EMBASSY VIENTIANE LAO management.
- Point of Contact.** The DPAA shall be the main point of contact for this Project. The Contractor shall report to the DPAA on (a) status of the Project, (b) changes in Schedule, (c) accidents and safety issues. The Post Manager for this project shall LT Wesley Han, Deputy Commander, Detachment Three, DPAA, U.S. EMBASSY VIENTIANE LAO, or otherwise as directed by U.S. EMBASSY VIENTIANE LAO management.

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3. **English Speaking Representative.** Not required an English-speaking representative on-site during all working hours with the authority to make all decisions on behalf of the Contractor and subcontractors.
 4. **Management Personnel.** The Contractor shall staff the site, full-time, with a competent senior manager who shall perform project management.
 5. **Site Security.** The Contractor is responsible for on-site security as necessary to ensure no unauthorized access to their work sites. The Contractor is 100% responsible for securing their working materials and equipment. Any damage to facilities or infrastructure, which happens due to a lack of security, will be the responsibility of the Contractor to correct.
 6. **Health and Safety.** The Contractor shall be solely responsible for risk assessments, managing health, and safety issues associated with this project. The Contractor must provide cold water to all workers at the job sites. Based on hazard assessments, Contractors shall provide or afford each affected employee personal protective equipment (PPE) that will protect the employee from hazards. At a minimum PPE shall consist of eye protection, hard hats, and closed toe shoes. If the workers arrive on-site with sandals or athletic shoes, the Contractor is expected to provide rubber boots to them or send them home. All construction workers and management personnel must wear hard hats at all times on the construction sites. Other PPE such as gloves, dust masks, air respirators (sewage work) are also recommended. These items must be provided at the Contractor's expense. Workers may use discretion if they feel unsafe in using the equipment in a hostile environment. Any worker at an elevated location above 4 meters, with the exception of a portable ladder, must be provided and utilize a safety harness.

Progress Payments. The contract awardee shall receive one (1) payment; upon complete each mission (JFA) final acceptance

20ft Shower unit



Layout
Shower Room

D1 Steel door: W900mm*H2080mm

D2 Sandwich panel door: W700*H2000mm

W1 Aluminum alloy sliding window: W800mm*H400mm

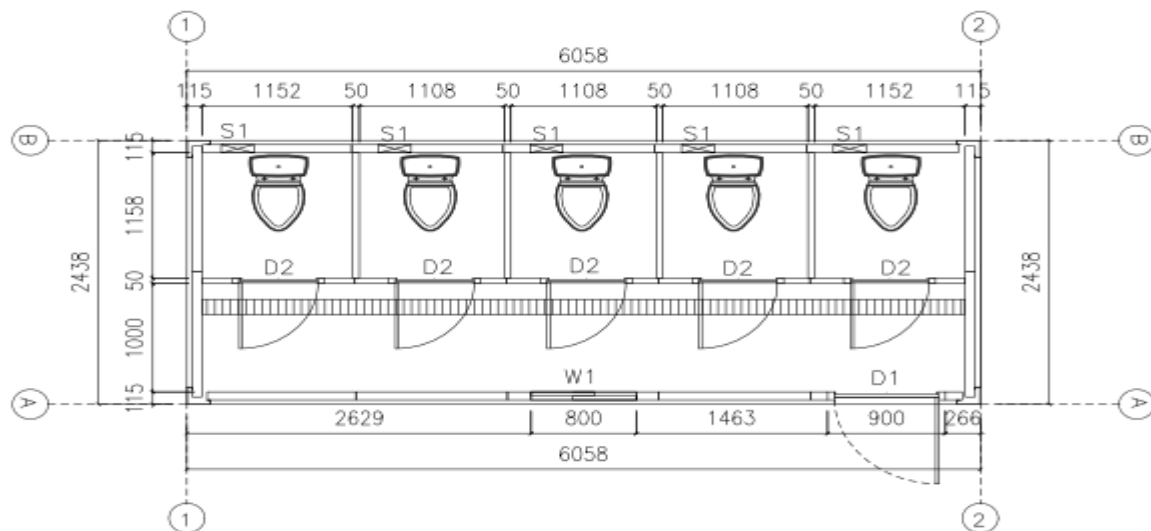
S1 Exhaust fan: 250*250mm

Floor 18mm fiber cement board+1.5mm aluminum alloy floor

External wall 75mm EPS sandwich panel, both side are 0.45mm color steel sheet (white grey), EPS density is 12kg/m³

Internal wall 50mm EPS sandwich panel, both side are 0.45mm color steel (white grey), EPS density is 12kg/m³

20ft Toilet unit



Layout
Toilet

D1 Steel door: W900mm*H2080mm

D2 Sandwich panel door: W700*H2000mm

W1 Aluminum alloy sliding window: W800mm*H400mm

S1 Exhaust fan: 250*250mm

Floor 18mm fiber cement board+1.5mm aluminum alloy floor

External wall 75mm EPS sandwich panel, both side are 0.45mm color steel sheet (white grey), EPS density is 12kg/m³

Internal wall 50mm EPS sandwich panel, both side are 0.45mm color steel (white grey), EPS density is 12kg/m³

Material Description & Quantities

Material List US Embassy Project					
Project:		Shower room			2017.08.31
S/N		Description	Unit	QTY	Remark
1	(1)	Standard fittings			
2		20ft container house frame	Unit	1	Each unit including: ①steel structure chassis (steel structure + fiber cement board + aluminum alloy floor + drainage ditch + cover board of drainage ditch). ② Top structure (steel structure + 0.42mm thickness steel sheet + 70mm thickness PU foam + Electrical tube and wiring +outdoor connection socket).③ column-4pcs ④ electrical system (7 lamp, 6 switch)
3		External wall	pc	14	75mm EPS sandwich panel, both side are 0.45mm color steel sheet(white grey color),EPS density: 12kg/m3(without door and window), every two panels have two connection fittings, the size for each panel: 1158mmx2300mm
4		Internal wall	pc	9	50mm EPS sandwich panel, both side are 0.45mm color steel sheet(white grey color),EPS density: 12kg/m3, each panel with aluminum alloy fittings
5		D1	pc	1	Steel security door:900*2080mm
6		D2	pc	5	Sandwich panel door:700*2000mm
7		W1	pc	1	PVC sliding window with embossed glass:800*400mm
8		S1	pc	5	250*250 with PVC frame
9		Inside decoration strips	set	1	including the skirting ,decoration stripes on top and corner
10					
11	(2)	Accessaries			
12		Shower head	set	5	
13		Wash basin	set	5	
14		inlet and outlet water system	set	1	inlet and outlet water pipe for shower
15					
18		Quantity of building	set	3	

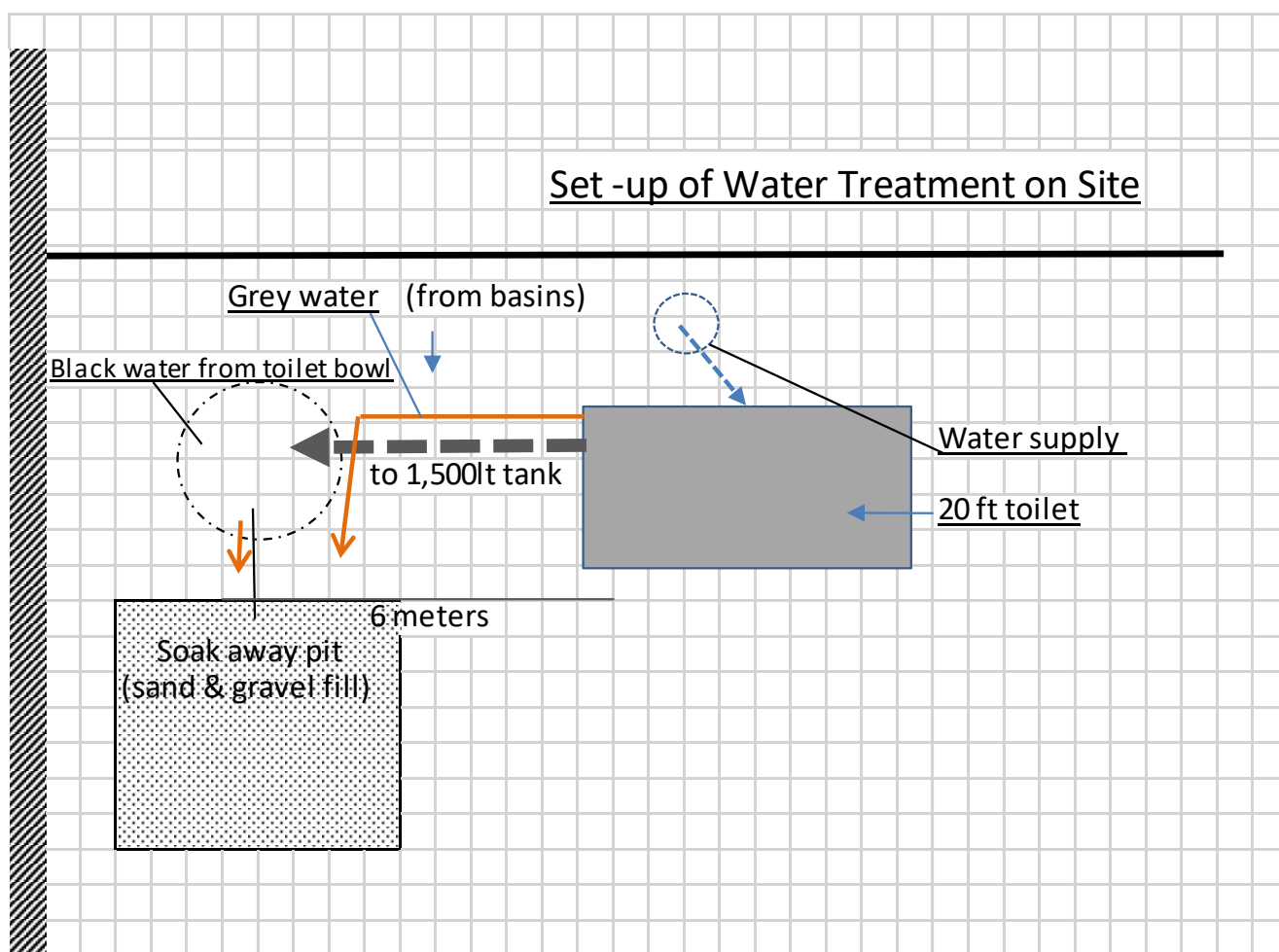
Material List for US Embassy Project

Project:		Toilet room			2017.08.31
S/N		Description	Unit	QTY	Remark
1	(1)	Standard fittings			
2		20ft container house frame	Unit	1	Each unit including: ①steel structure chassis (steel structure + fiber cement board + aluminum alloy floor + drainage ditch + cover board of drainage ditch). ② Top structure (steel structure + 0.42mm thickness steel sheet + 70mm thickness PU foam + Electrical tube and wiring +outdoor connection socket).③ column--4pcs ④ electrical system (7 lamp, 6 switch)
3		External wall	pc	14	75mm EPS sandwich panel, both side are 0.45mm color steel sheet(white grey color),EPS density: 12kg/m3(without door and window), every two panels have two connection fittings, the size for each panel: 1158mmx2300mm
4		Internal wall	pc	9	50mm EPS sandwich panel, both side are 0.45mm color steel sheet(white grey color),EPS density: 12kg/m3, each panel with aluminum alloy fittings
5		D1	pc	1	Steel security door:900*2080mm
6		D2	pc	5	Sandwich panel door:700*2000mm
7		W1	pc	1	PVC sliding window with embossed glass:800*400mm
8		S1	pc	5	250*250 with PVC frame
9		Inside decoration strips	set	1	including the skirting ,decoration stripes on top and corner
11	(2)	Accessories			
12		WC seat	set	5	
13		Wash basin	set	5	
14		inlet and outlet water system	set	1	inlet and outlet water pipe for shower
15		Sub-total			
18		Quantity of building	set	3	

Material List US Embassy Project

Project:		Shower room			2017.08.31
S/N		Description	Unit	QTY	Remark
1	(1)	Standard fittings			
2		20ft container house frame	Unit	1	Each unit including: ①steel structure chassis (steel structure + fiber cement board + aluminum alloy floor + drainage ditch + cover board of drainage ditch). ② Top structure (steel structure + 0.42mm thickness steel sheet + 70mm thickness PU foam + Electrical tube and wiring +outdoor connection socket).③ column-4pcs ④ electrical system (7 lamp, 6 switch)
3		External wall	pc	14	75mm EPS sandwich panel, both side are 0.45mm color steel sheet(white grey color),EPS density: 12kg/m3(without door and window), every two panels have two connection fittings, the size for each panel: 1158mmx2300mm
4		Internal wall	pc	9	50mm EPS sandwich panel, both side are 0.45mm color steel sheet(white grey color),EPS density: 12kg/m3, each panel with aluminum alloy fittings
5		D1	pc	1	Steel security door:900*2080mm
6		D2	pc	5	Sandwich panel door:700*2000mm
7		W1	pc	1	PVC sliding window with embossed glass:800*400mm
8		S1	pc	5	250*250 with PVC frame
9		Inside decoration strips	set	1	including the skirting ,decoration stripes on top and corner
10					
11	(2)	Accessaries			
12		Shower head	set	5	
13		Wash basin	set	5	
14		inlet and outlet water system	set	1	inlet and outlet water pipe for shower
15					
18		Quantity of building	set	3	

Diagram of Sewage Treatment on site

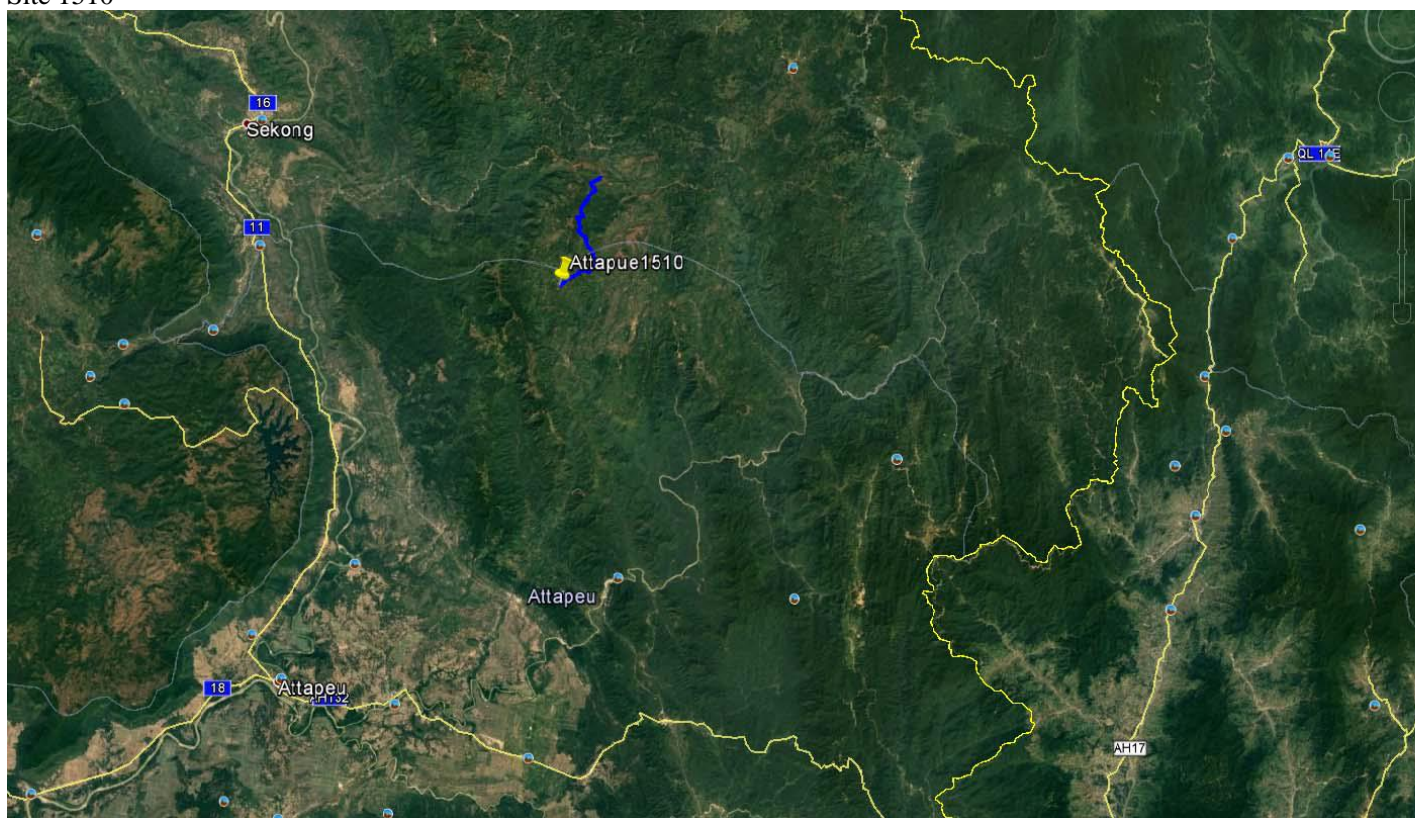


MAP

Dak Chung for site 1803 and 1524



Site 1510



PROJECT LOCATION:

At Ban Dak Par base camp for Site 1803 (Bivouac camp Site (48P YC 75398 01786) and Site 1524 (48P YC 71248 04327) Dak Chung district, Sekong province and at Ban Dak Samor, Sanxay district, Attapeu province bivouacs Base camp (site 1510).

I. BIDDING PROCESS:

Your quotation must be submitted in a sealed envelope marked “Quotation Enclosed” to the

GENERAL SERVICES OFFICE
United States Embassy Vientiane
Thadeua Road Kilometer 9
Vientiane Lao PDR
Email: Vientianeprocurement@state.gov

Drafted: Kongchay Sakounkham, Program Management Assistant, DPAA

Cleared: LCDR Dwann Washington, Deputy Commander, Detachment Three, DPAA

Mr. Christopher Smith, General Service Officer, US Embassy Vientiane

**CLAUSES FOR PURCHASE ORDERS AND BLANKET PURCHASE AGREEMENTS
AWARDED BY OVERSEAS CONTRACTING ACTIVITIES
(Current thru FAC 2005-97, Dated 04/19/2018)**

COMMERCIAL ITEMS

FAR 52.252-2 Clauses Incorporated By Reference (FEB 1998)

This purchase order or BPA incorporates the following clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <https://www.acquisition.gov/far>

DOSAR clauses may be accessed at: <http://www.statebuy.state.gov/dosar/dosartoc.htm>

FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) CLAUSES

NUMBER	TITLE	DATE
52.204-9	Personal Identity Verification of Contractor Personnel (if contractor requires physical access to a federally-controlled facility or access to a Federal information system)	JAN 2011
52.212-4	Contract Terms and Conditions – Commercial Items (Alternate I (MAY 2014) of 52.212-4 applies if the order is time-and-materials or labor-hour)	JAN 2017
52.225-19	Contractor Personnel in a Diplomatic or Consular Mission Outside the United States (applies to services at danger pay posts only)	MAR 2008
52.227-19	Commercial Computer Software License (if order is for software)	DEC 2007
52.228-3	Workers' Compensation Insurance (Defense Base Act) (if order is for services and contractor employees are covered by Defense Base Act insurance)	JUL 2014
52.228-4	Workers' Compensation and War-Hazard Insurance (if order is for services and contractor employees are <u>not</u> covered by Defense Base Act insurance)	APR 1984

52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders—Commercial Items.

As prescribed in [12.301](#)(b)(4), insert the following clause:

CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE
ORDERS—COMMERCIAL ITEMS (JAN 2018)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) [52.209-10](#), Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

(3) [52.233-3](#), Protest After Award (AUG 1996) ([31 U.S.C. 3553](#)).

(4) [52.233-4](#), Applicable Law for Breach of Contract Claim (OCT 2004)(Public Laws 108-77 and 108-78 ([19 U.S.C. 3805 note](#))).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

___ (1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) ([41 U.S.C. 4704](#) and [10 U.S.C. 2402](#)).

___ (2) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Oct 2015) ([41 U.S.C. 3509](#))).

___ (3) [52.203-15](#), Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

X (4) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2016) (Pub. L. 109-282) ([31 U.S.C. 6101 note](#)).

___ (5) [Reserved].

___ (6) [52.204-14](#), Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

___ (7) [52.204-15](#), Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

X (8) [52.209-6](#), Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Oct 2015) ([31 U.S.C. 6101 note](#)).

___ (9) [52.209-9](#), Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) ([41 U.S.C. 2313](#)).

- ___ (10) [Reserved].
- ___ (11)(i) [52.219-3](#), Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) ([15 U.S.C. 657a](#)).
- ___ (ii) Alternate I (Nov 2011) of [52.219-3](#).
- ___ (12)(i) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) ([15 U.S.C. 657a](#)).
- ___ (ii) Alternate I (JAN 2011) of [52.219-4](#).
- ___ (13) [Reserved]
- ___ (14)(i) [52.219-6](#), Notice of Total Small Business Set-Aside (Nov 2011) ([15 U.S.C. 644](#)).
- ___ (ii) Alternate I (Nov 2011).
- ___ (iii) Alternate II (Nov 2011).
- ___ (15)(i) [52.219-7](#), Notice of Partial Small Business Set-Aside (June 2003) ([15 U.S.C. 644](#)).
- ___ (ii) Alternate I (Oct 1995) of [52.219-7](#).
- ___ (iii) Alternate II (Mar 2004) of [52.219-7](#).
- ___ (16) [52.219-8](#), Utilization of Small Business Concerns (Nov 2016) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).
- ___ (17)(i) [52.219-9](#), Small Business Subcontracting Plan (Jan 2017) ([15 U.S.C. 637\(d\)\(4\)](#)).
- ___ (ii) Alternate I (Nov 2016) of [52.219-9](#).
- ___ (iii) Alternate II (Nov 2016) of [52.219-9](#).
- ___ (iv) Alternate III (Nov 2016) of [52.219-9](#).
- ___ (v) Alternate IV (Nov 2016) of [52.219-9](#).
- ___ (18) [52.219-13](#), Notice of Set-Aside of Orders (Nov 2011) ([15 U.S.C. 644\(r\)](#)).
- ___ (19) [52.219-14](#), Limitations on Subcontracting (Jan 2017) ([15 U.S.C. 637\(a\)\(14\)](#)).
- ___ (20) [52.219-16](#), Liquidated Damages—Subcon-tracting Plan (Jan 1999) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).
- ___ (21) [52.219-27](#), Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) ([15 U.S.C. 657 f](#)).
- ___ (22) [52.219-28](#), Post Award Small Business Program Rerepresentation (Jul 2013) ([15 U.S.C. 632\(a\)\(2\)](#)).
- ___ (23) [52.219-29](#), Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) ([15 U.S.C. 637\(m\)](#)).
- ___ (24) [52.219-30](#), Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) ([15 U.S.C. 637\(m\)](#)).
- ___ (25) [52.222-3](#), Convict Labor (June 2003) (E.O. 11755).
- X (26) [52.222-19](#), Child Labor—Cooperation with Authorities and Remedies (Jan 2018) (E.O. 13126).

- ___ (27) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015).
- ___ (28) [52.222-26](#), Equal Opportunity (Sept 2016) (E.O. 11246).
- ___ (29) [52.222-35](#), Equal Opportunity for Veterans (Oct 2015)([38 U.S.C. 4212](#)).
- ___ (30) [52.222-36](#), Equal Opportunity for Workers with Disabilities (Jul 2014) ([29 U.S.C. 793](#)).
- ___ (31) [52.222-37](#), Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).
- ___ (32) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- X (33)(i) [52.222-50](#), Combating Trafficking in Persons (Mar 2015) ([22 U.S.C. chapter 78](#) and E.O. 13627).
- ___ (ii) Alternate I (Mar 2015) of [52.222-50](#) ([22 U.S.C. chapter 78](#) and E.O. 13627).
- ___ (34) [52.222-54](#), Employment Eligibility Verification (OCT 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in [22.1803](#).)
- ___ (35)(i) [52.223-9](#), Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) ([42 U.S.C. 6962\(c\)\(3\)\(A\)\(ii\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ___ (ii) Alternate I (May 2008) of [52.223-9](#) ([42 U.S.C. 6962\(i\)\(2\)\(C\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ___ (36) [52.223-11](#), Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).
- ___ (37) [52.223-12](#), Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).
- ___ (38)(i) [52.223-13](#), Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).
- ___ (ii) Alternate I (Oct 2015) of [52.223-13](#).
- ___ (39)(i) [52.223-14](#), Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).
- ___ (ii) Alternate I (Jun 2014) of [52.223-14](#).
- ___ (40) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (DEC 2007) ([42 U.S.C. 8259b](#)).
- ___ (41)(i) [52.223-16](#), Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).
- ___ (ii) Alternate I (Jun 2014) of [52.223-16](#).
- X (42) [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).
- ___ (43) [52.223-20](#), Aerosols (JUN 2016) (E.O. 13693).
- ___ (44) [52.223-21](#), Foams (JUN 2016) (E.O. 13693).
- ___ (45)(i) [52.224-3](#), Privacy Training (JAN 2017) (5 U.S.C. 552a).

- ___ (ii) Alternate I (JAN 2017) of 52.224-3.
- ___ (46) [52.225-1](#), Buy American—Supplies (May 2014) ([41 U.S.C. chapter 83](#)).
- ___ (47)(i) [52.225-3](#), Buy American—Free Trade Agreements—Israeli Trade Act (May 2014) ([41 U.S.C. chapter 83](#), [19 U.S.C. 3301](#) note, [19 U.S.C. 2112](#) note, [19 U.S.C. 3805](#) note, [19 U.S.C. 4001](#) note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.
- ___ (ii) Alternate I (May 2014) of [52.225-3](#).
- ___ (iii) Alternate II (May 2014) of [52.225-3](#).
- ___ (iv) Alternate III (May 2014) of [52.225-3](#).
- ___ (48) [52.225-5](#), Trade Agreements (OCT 2016) ([19 U.S.C. 2501](#), et seq., [19 U.S.C. 3301](#) note).
- X (49) [52.225-13](#), Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ___ (50) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302 Note](#)).
- ___ (51) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov 2007) ([42 U.S.C. 5150](#)).
- ___ (52) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) ([42 U.S.C. 5150](#)).
- X (53) [52.232-29](#), Terms for Financing of Purchases of Commercial Items (Feb 2002) ([41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).
- ___ (54) [52.232-30](#), Installment Payments for Commercial Items (Jan 2017) ([41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).
- X (55) [52.232-33](#), Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) ([31 U.S.C. 3332](#)).
- ___ (56) [52.232-34](#), Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) ([31 U.S.C. 3332](#)).
- ___ (57) [52.232-36](#), Payment by Third Party (May 2014) ([31 U.S.C. 3332](#)).
- ___ (58) [52.239-1](#), Privacy or Security Safeguards (Aug 1996) ([5 U.S.C. 552a](#)).
- ___ (59) [52.242-5](#), Payments to Small Business Subcontractors (JAN 2017)([15 U.S.C. 637\(d\)\(12\)](#)).
- ___ (60)(i) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)).
- ___ (ii) Alternate I (Apr 2003) of [52.247-64](#).

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this

contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

- ___ (1) [52.222-17](#), Nondisplacement of Qualified Workers (May 2014)(E.O. 13495).
- ___ (2) [52.222-41](#), Service Contract Labor Standards (May 2014) ([41 U.S.C. chapter 67](#)).
- ___ (3) [52.222-42](#), Statement of Equivalent Rates for Federal Hires (May 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).
- ___ (4) [52.222-43](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (May 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).
- ___ (5) [52.222-44](#), Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (May 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).
- ___ (6) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (May 2014) ([41 U.S.C. chapter 67](#)).
- ___ (7) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (May 2014) ([41 U.S.C. chapter 67](#)).
- ___ (8) [52.222-55](#), Minimum Wages Under Executive Order 13658 (Dec 2015).
- ___ (9) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).
- ___ (10) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (May 2014) ([42 U.S.C. 1792](#)).
- ___ (11) [52.237-11](#), Accepting and Dispensing of \$1 Coin (Sept 2008) ([31 U.S.C. 5112\(p\)\(1\)](#)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at [52.215-2](#), Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR [subpart 4.7](#), Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Oct 2015) ([41 U.S.C. 3509](#)).

(ii) [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) [52.219-8](#), Utilization of Small Business Concerns (Nov 2016) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.

(iv) [52.222-17](#), Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause [52.222-17](#).

(v) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015)

(vi) [52.222-26](#), Equal Opportunity (Sept 2016) (E.O. 11246).

(vii) [52.222-35](#), Equal Opportunity for Veterans (Oct 2015) ([38 U.S.C. 4212](#)).

(viii) [52.222-36](#), Equal Opportunity for Workers with Disabilities (Jul 2014) ([29 U.S.C. 793](#)).

(ix) [52.222-37](#), Employment Reports on Veterans (Feb 2016) ([38 U.S.C. 4212](#))

(x) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause [52.222-40](#).

(xi) [52.222-41](#), Service Contract Labor Standards (May 2014) ([41 U.S.C. chapter 67](#)).

(xii)

[52.222-50](#), Combating Trafficking in Persons (Mar 2015) ([22 U.S.C. chapter 78](#) and E.O 13627). Alternate I (Mar 2015) of [52.222-50](#) ([22 U.S.C. chapter 78](#) and E.O 13627).

(xiii) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) ([41 U.S.C. chapter 67](#)).

(xiv) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) ([41 U.S.C. chapter 67](#)).

- (xv) [52.222-54](#), Employment Eligibility Verification (OCT 2015) (E.O. 12989).
- (xvi) [52.222-55](#), Minimum Wages Under Executive Order 13658 (Dec 2015).
- (xvii) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).
- (xviii)(A) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).
- (B) Alternate I (JAN 2017) of 52.224-3.
- (xix) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302 Note](#)).
- (xx) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (May 2014) ([42 U.S.C. 1792](#)). Flow down required in accordance with paragraph (e) of FAR clause [52.226-6](#).
- (xxi) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)). Flow down required in accordance with paragraph (d) of FAR clause [52.247-64](#).
- (2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

DEPARTMENT OF STATE ACQUISITION REGULATION (48 CFR Chapter 6) CLAUSES

NUMBER	TITLE	DATE
652.225-71	Section 8(a) of the Export Administration Act of 1979, As Amended (if order exceeds simplified acquisition threshold)	AUG 1999
652.229-70	Excise Tax Exemption Statement for Contractors Within the United States (for supplies to be delivered to an overseas post)	JUL 1988
652.229-71	Personal Property Disposition at Posts Abroad	AUG 1999
652.237-72	Observance of Legal Holidays and Administrative Leave (for services where performance will be on-site in a Department of State facility)	APR 2004
652.239-71	Security Requirements for Unclassified Information Technology Resources (for orders that include information technology resources or services in which the contractor will have physical or electronic access to Department information that directly supports the mission of the Department)	SEP 2007

652.242-70	Contracting Officer's Representative (if a COR will be named for the order) Fill-in for paragraph b: "The COR is _____"	AUG 1999
652.242-71	Notice of Shipments	JUL 1988
652.242-73	Authorization and Performance	AUG 1999
652.243-70	Notices	AUG 1999
652.247-71	Shipping Instruction	FEB 2015

The following clause is provided in full text, and is applicable for orders for services that will require contractor employees to perform on-site at a DOS location and/or that require contractor employees to have access to DOS information systems:

652.204-70 Department of State Personal Identification Card Issuance Procedures (MAY 2011)

(a) The Contractor shall comply with the Department of State (DOS) Personal Identification Card Issuance Procedures for all employees performing under this contract who require frequent and continuing access to DOS facilities, or information systems. The Contractor shall insert this clause in all subcontracts when the subcontractor's employees will require frequent and continuing access to DOS facilities, or information systems.

(b) The DOS Personal Identification Card Issuance Procedures may be accessed at <http://www.state.gov/m/ds/rls/rpt/c21664.htm>.

(End of clause)

ATTACHMENT 1 – EXPRESS NDAA CERTIFICATION

September 14, 2020

Public Law 115-232, also known as the John S. McCain National Defense Authorization Act (NDAA) for Fiscal Year 2019, requires representations regarding Covered Telecommunications Equipment and Services. Cardholders shall use this representation with merchants to determine compliance with NDAA requirements. To comply with this Public Law the Federal Acquisition Regulation (FAR) in [FAR 4.2105](#) requires two provisions [52.204-24](#) & [52.204-26](#) and contract clause [52.204-25](#) in all procurement actions.

DIRECTIONS FOR THE MERCHANT

1. Read the entire provisions and clause in the FAR at [Acquisition.gov](#) or click on the link above.
2. After you have read the provisions, please answer the questions below.
3. Upon completion of Step 2, fill out the representation below. *NOTE: This representation is made by a person with the authority to bind the merchant.*
4. Return completed form to your GPC cardholder or Contract Specialist.

52.204-26 Covered Telecommunications Equipment or Services-Representation (OCT 2020)

(a) Definitions. As used in this provision, “covered telecommunications equipment or services” and “reasonable inquiry” have the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for “covered telecommunications equipment or services”.

(c) Representations. (1) The Offeror represents that it ☐ does, ☐ does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(2) After conducting a reasonable inquiry for purposes of this representation, the Offeror represents that it ☐ does, ☐ does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of provision)

52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2020)

(d) Representation. The Offeror represents that—

(1) It ☐ will, ☐ will not provide covered telecommunications equipment or services to the

Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2)After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It ☐ does, ☐ does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

Merchant Name_____

Merchant's Authorized Representative_____

(Typed Name)

Authorized Representative Signature and Date_____